

IN THE CIRCUIT COURT OF MARION COUNTY, MISSISSIPPI

GLEN PACE

PLAINTIFF

V.

NO. 21-cv-304 AM

CIRRUS DESIGN CORPORATION, individually
and d/b/a CIRRUS AIRCRAFT CORPORATION;
CONTINENTAL MOTOR CORPORATION;
AMSAFE;
ARAPAHOE AERO;
PERFORMANCE AVIATION, LLC;
WADE WALTERS, Individually,
d/b/a PERFORMANCE AVIATION, LLC,
and a member of PERFORMANCE AVIATION, LLC;
CHARLIE AVIATION (fictitious Defendant);
DEFENDANTS, JOHN DOES I THROUGH IV (fictitious Defendants);
DEFENDANTS, XYZ CORPORATIONS
I THROUGH IV (fictitious Defendants)

DEFENDANTS

AMENDED COMPLAINT
Jury Trial Requested

Plaintiff, Glen Pace, by and through his attorney of record, files this his Amended Complaint against Defendants, Cirrus Design Corporation, individually and d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Amsafe; Arapahoe Aero; Performance Aviation, LLC; Wade Walters, Individually, d/b/a Performance Aviation, LLC, and a member of Performance Aviation, LLC; Charlie Aviation (fictitious Defendant); Defendants, John Does I Through IV (fictitious Defendants), and Defendants, XYZ Corporations I Through IV (fictitious Defendants), and in support thereof would show unto the Court the following:

PARTIES

1. Plaintiff, Glen Pace, is an adult resident citizen of Marion County, Mississippi, and his address is 202 E. Reservoir Road, Columbia, Mississippi 39429.

2. Defendant, Cirrus Design Corporation, individually and d/b/a Cirrus Aircraft Corporation, (hereinafter referred to as "Cirrus") is a corporation organized and existing under and by virtue of the laws of a state other than the State of Mississippi. Cirrus designs, manufactures, and sells Cirrus aircraft and aircraft parts; and Cirrus services, repairs, annuals, overhauls, and rebuilds Cirrus aircraft. Cirrus is doing business in the State of Mississippi and has its principal place of business located at 4515 Taylor Circle, Duluth, Minnesota 55811. Cirrus is doing business in the State of Mississippi by virtue of the fact that it has committed a tort, in whole or in part, in the State of Mississippi, and by virtue of the fact that it has entered into a contract with a resident of the State of Mississippi, to be enforced in whole or in part in the State of Mississippi, and as a result thereof, Cirrus is doing business in the State of Mississippi. Further, Cirrus is selling Cirrus aircraft, Cirrus aircraft parts, and other aviation products in the State of Mississippi; advertises its products in the State of Mississippi through various aviation related magazines which are distributed in the State of Mississippi; is engaged in business and has substantial contacts with the State of Mississippi; and purposely directs its sales activity and sales promotions in Mississippi to Mississippi residents. Cirrus directed its business towards Mississippi residents; and has purposely availed itself of doing business in the State of Mississippi by selling and delivering the crashed aircraft N969JM (when new) directly to a Mississippi entity, Performance Aviation, LLC and Mississippi resident, Wade Walters. A copy of the Application for U.S. Airworthy Certificate is attached hereto as Exhibit "A" and incorporated herein by reference; a copy of the Standard Airworthiness Certificate is attached hereto as Exhibit "B" and incorporated herein by reference; a copy of the Aircraft Registration Application is attached hereto as Exhibit "C" and incorporated herein by reference; a copy of the

Aircraft Bill of Sale to Performance Aviation, PLLC, is attached hereto as Exhibit "D" and incorporated herein by reference; and a copy of the Aircraft Security Agreement is attached hereto as Exhibit "E" and incorporated herein by reference. Cirrus may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

3. Defendant, Continental Motor Corporation, is a corporation organized and existing under and by virtue of the laws of a state other than the State of Mississippi but is doing business in the State of Mississippi. Continental Motor Corporation has its principal place of business located at 8600 County Road, Fairhope, Alabama 36532. Continental Motor Corporation designs, manufactures, and sells aircraft engines; and Continental Motor Corporation services, repairs, annuals, overhauls, and rebuilds Continental Motor Corporation engines. Continental Motor Corporation is doing business in the State of Mississippi by virtue of the fact that it has committed a tort, in whole or in part, in the State of Mississippi, and by virtue of the fact that it has entered into a contract with a resident of the State of Mississippi, to be enforced in whole or in part in the State of Mississippi, and as a result thereof, Continental Motor Corporation is doing business in the State of Mississippi. Further, Continental Motor Corporation is selling Continental Motor Corporation aircraft, Continental Motor Corporation aircraft parts, and other aviation products in the State of Mississippi; advertises its products in the State of Mississippi through various aviation related magazines which are distributed in the State of Mississippi; is engaged in business and has substantial contacts with the State of Mississippi; and purposely directs its sales activity and sales promotions in Mississippi to Mississippi residents. Continental Motor Corporation directed its business towards Mississippi residents; and has purposely availed itself of doing business in the State of Mississippi. Further,

Continental Motor Corporation is engaged in business and has substantial contacts in the State of Mississippi and is selling Continental engines, Continental engine parts, and other aviation products in the State of Mississippi; advertised its products in the State of Mississippi through various aviation related magazines which are distributed in the State of Mississippi; is engaged in business and has substantial contacts with the State of Mississippi; and purposely directs its sales activity and sales promotions in Mississippi to Mississippi residents; directed its business towards Mississippi residents; and has purposely availed itself of doing business in the State of Mississippi. Continental Motor Corporation sold and serviced the Continental engine in the crashed aircraft, N969JM, (when new) directly or indirectly to a Mississippi entity, Performance Aviation, LLC, and Mississippi resident, Wade Walters. A copy of the Application for U.S. Airworthy Certificate is attached hereto as Exhibit "A" and incorporated herein by reference; a copy of the Standard Airworthiness Certificate is attached hereto as Exhibit "B" and incorporated herein by reference; a copy of the Aircraft Registration Application is attached hereto as Exhibit "C" and incorporated herein by reference; a copy of the Aircraft Bill of Sale to Performance Aviation, PLLC, is attached hereto as Exhibit "D" and incorporated herein by reference; and a copy of the Aircraft Security Agreement is attached hereto as Exhibit "E" and incorporated herein by reference. Continental Motor Corporation may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

4. Continental Motor Corporation designed, manufactured, overhauled, and sold the Continental engine for the subject aircraft to Performance Aviation, LLC, and Wade Walters to be used by the owner of the aircraft and Glen Pace in the State of Mississippi.

5. Defendant, Amsafe, is a corporation organized and existing under and by virtue of the laws of a state other than the State of Mississippi, but Amsafe is doing business in the State of Mississippi. Amsafe has its principal place of business located at 1043 N. 47th Avenue, Phoenix, Arizona 85043. Amsafe designs, manufactures, and sells Amsafe products, and Amsafe services, repairs, overhauls, rebuilds Amsafe seatbelts, shoulder harnesses, seatbelt components, restraint systems, inertial reels, their component parts, and other aviation products. Amsafe is doing business in the State of Mississippi by virtue of the fact that it has committed a tort, in whole or in part, in the State of Mississippi, and as a result thereof, Amsafe is doing business in the State of Mississippi. Amsafe is doing business in the State of Mississippi by virtue of the fact that it has committed a tort, in whole or in part, in the State of Mississippi, and by virtue of the fact that it has entered into a contract with a resident of the State of Mississippi, to be enforced in whole or in part in the State of Mississippi, and as a result thereof, Amsafe is doing business in the State of Mississippi. Further, Amsafe is engaged in business in the State of Mississippi, has substantial contacts in the State of Mississippi, and is selling seatbelts, shoulder harnesses, seatbelt components, restraint systems, the inertial reels, their component parts, and other aviation products in the State of Mississippi; advertises its products in the State of Mississippi through various aviation related magazines which are distributed in the State of Mississippi; is engaged in business in Mississippi, and has substantial contacts with the State of Mississippi. Amsafe purposely directs its sales activity and sales promotions in Mississippi to Mississippi residents, Amsafe directed its business towards Mississippi residents, and has purposely availed itself of doing business in the State of Mississippi. Amsafe sold and serviced the Amsafe seatbelts, shoulder harnesses, seatbelt components, restraint systems, inertial reels,

their component parts in the crashed aircraft (when new) to a Mississippi entity. Amsafe may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

6. Amsafe designed, manufactured, overhauled, inspected, certified, sold, and maintained the Amsafe seatbelts, shoulder harnesses, seatbelt components, restraint systems, and the inertial reels, for the subject aircraft to Performance Aviation, LLC, and Wade Walters to be used by the owner of the aircraft and Glen Pace in the State of Mississippi.

7. Defendant, Arapahoe Aero, is a corporation organized and existing under and by virtue of the laws of a state other than the State of Mississippi but is doing business in the State of Mississippi. Arapahoe Aero has its principal place of business located at 12760 East Control Tower Road, Englewood, Colorado, and holds itself out to the public as a company offering engine overhauls, engine rebuilds, and repairs to owners and pilots flying Cirrus aircraft including, but not limited to, the owner of the Cirrus aircraft in question, and Glen Pace, (the pilot of the aircraft). Arapahoe Aero is engaged in business and has substantial contracts with the State of Mississippi, and therefore has purposely directed its aviation services and products in the State of Mississippi; advertised its products in Mississippi through various aviation related magazines which are distributed in the State of Mississippi; and is engaged in business and has substantial contacts with the State of Mississippi. Arapahoe Aero has purposely directed its sales activity and sales promotions with Mississippi residents and directed its business towards Mississippi residents and has purposely availed itself of doing business in the State of Mississippi. Arapahoe Aero entered into a contract with a resident of the State of Mississippi to be performed in whole or in part in the State of Mississippi and committed a tort in whole or in part in the State of Mississippi against a resident of the State of Mississippi, and as a result

thereof is doing business in the State of Mississippi. Arapahoe Aero may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

8. Defendant, Performance Aviation, LLC, is a limited liability corporation which is organized and existing under and by virtue of the laws of the State of Mississippi. Further, for purposes of the citizenship, Performance Aviation, LLC's sole member is Wade Walters, who is a resident of the State of Mississippi. Performance Aviation, LLC, is not only a limited liability corporation which is organized and existing under and by virtue of the laws of the State of Mississippi, but has the residency of its owner, Wade Walters, who is an adult resident citizen of Hattiesburg, Forrest County, Mississippi. Defendant, Performance Aviation, LLC, is doing business in the State of Mississippi and has its principal place of business located at 104 Bocage Court, Hattiesburg, Mississippi 39402. Performance Aviation, LLC, sold the Cirrus aircraft, Continental engine, Amsafe seatbelts, shoulder harnesses, seatbelt components, restraint systems, and inertial reels to Martin Aviation, LLC. A copy of the Aircraft Bill of Sale is attached hereto as Exhibit "F" and incorporated herein by reference. Performance Aviation, LLC, breached the Aircraft Bill of Sale by selling Martin Aviation, LLC, an aircraft, aircraft engine, and their component parts in an unairworthy condition. Performance Aviation, LLC, and Wade Walters breached their contract with Martin Aviation, since Performance Aviation, LLC, and Wade Walters represented to Martin Aviation that the aircraft was in like new and airworthy condition. The Cirrus aircraft, the Continental aircraft engine, and their component parts were not airworthy and were in a defective and unreasonably dangerous condition. Performance Aviation, LLC, and Wade Walters were the prior owners of the aircraft and responsible for the maintenance and inspection of the aircraft, the aircraft engine, and the aircraft component parts, including but not

limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts, while Performance Aviation, LLC, and Wade Walters owned and operated the aircraft. Performance Aviation, LLC, and Wade Walters were responsible for the repair, maintenance, inspection, and certification of the aircraft, the aircraft engine, the aircraft and aircraft engine component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts (designed to allow the pilot to survive a survivable crash without significant injuries) as airworthy. Performance Aviation, LLC, and Wade Walters, when they were the owners and operators of the aircraft, aircraft engine, their component parts, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts, were negligent in the maintenance, repair, inspection, certification of the aircraft, aircraft engine, their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts. Performance Aviation, LLC's and Wade Walters's negligence were contributing proximate causes of the engine failure and crash of the aircraft and injuries to Glen Pace on November 22, 2019. Performance Aviation, LLC, may be served with process of this Court by serving Wade Walters at his address of 104 Bocage Court, Hattiesburg, Mississippi 39402 (or FCI Low, 846 NE 54th Terrace, Sumterville, FL 33521).

9. Defendant, Wade Walters, individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LLC, is an individual who resides in the State of Mississippi

and is the sole member of Performance Aviation, LLC. Wade Walters is the manager of Performance Aviation, LLC, and is a member of Performance Aviation, LLC, which is organized and existing under and by virtue of the laws of the State of Mississippi. Defendant, Wade Walters, individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LLC, is doing business in the State of Mississippi and has a principal place of business located at 104 Bocage Court, Hattiesburg, Mississippi 39402. Performance Aviation, LLC, and Wade Walters sold the Cirrus aircraft, Continental engine, Amsafe seatbelts, shoulder harnesses, seatbelt components, restraint systems, and inertial reels to Martin Aviation, LLC. A copy of the Aircraft Bill of Sale from Performance Aircraft, LLC, to Martin Aviation is attached hereto as Exhibit "F" and incorporated herein by reference. Performance Aviation, LLC, breached the Aircraft Bill of Sale by selling Martin Aviation, LLC, an aircraft, aircraft engine, and their component parts in an unairworthy condition. Performance Aviation, LLC, and Wade Walters breached their contract with Martin Aviation, since Performance Aviation, LLC, and Wade Walters falsely represented to Martin Aviation and Glen Pace that the aircraft was in like new and airworthy condition. Performance Aviation, LLC, and Wade Walters caused the Cirrus aircraft, the Continental aircraft engine, and their component parts to be unairworthy and to be in a defective and unreasonably dangerous condition. Wade Walters, individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LLC, were the prior owners of the aircraft and responsible for the maintenance and inspection of the aircraft, the aircraft engine, the aircraft and aircraft engine component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts (designed to allow the pilot to

survive a survivable crash without significant injuries) and represented the Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts as airworthy, when the truth of the matter is that the Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts were not airworthy. Wade Walters, individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LLC, when he and Performance Aviation, LLC, were the owners and operators of the aircraft, aircraft engine, their component parts, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts, were negligent in the maintenance, repair, inspection, certification of the aircraft, aircraft engine, their component parts including, but not limited to, the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe airbag, Amsafe inertial reel, and their component parts. Wade Walters', individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LLC, and Performance Aviation, LLC's negligence and breach of contract were contributing proximate causes of the engine failure and crash of the aircraft and injuries to Glen Pace on November 22, 2019.

10. Wade Walters (individually, d/b/a Performance Aviation, LLC, and as a member of Performance Aviation, LL) is an adult resident citizen of Forrest County, Mississippi, and may be served with process of this Court by serving Wade Walters at 104 Bocage Court, Hattiesburg, Mississippi 39402 (or FCI Low, 846 NE 54th Terrace, Sumterville, FL 33521) and by serving Warden Kathy Lane, FCI Low, 846 NE 54th Terrace, Sumterville, FL 33521.

11. Defendants, Performance Aviation, LLC, and Wade Walters, (individually, d/b/a Performance Aviation, LLC), were doing business as Performance Aviation, LLC, are substituted

for the fictitious Defendant, Bravo Aviation, which is described in paragraph 8 of the original Complaint.

12. Defendant, Charlie Aviation (fictitious Defendant), is a corporation organized and existing under and by virtue of the laws of a state other than the State of Mississippi but is doing business in the State of Mississippi. The true name of fictitious Defendant, Charlie Aviation, will be substituted once its identity is known. Charlie Aviation holds itself out to the public as an individual or company offering engine overhaul, engine rebuilds, and repair to owners and pilots flying Cirrus aircraft including, but not limited to, the owner of the aircraft in question, and Glen Pace (the pilot of the aircraft); is engaged in business and has substantial contracts in the State of Mississippi; has purposely directed its aviation services to residents of the State of Mississippi; advertised its products in Mississippi through various aviation related magazines, which are distributed in the State of Mississippi; has purposely directed its sales activity and sales promotions with Mississippi residents; directed its business towards Mississippi residents and has purposely availed itself of doing business in the State of Mississippi. Charlie Aviation may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure. Charlie Aviation also entered into a contract with a resident of the State of Mississippi to be performed in whole or in part in the State of Mississippi and as a result thereof is doing business in the State of Mississippi.

13. Defendants, John Does I through IV, are corporations, entities, partnerships, limited partnerships, limited liability companies, or individuals whose true identities and addresses are unknown at this time, but who may be liable to the Plaintiff. Plaintiff will amend his Complaint to substitute the unknown Defendants and fictitious Defendants once the identities

of John Does I through IV are learned and once their liabilities are made known to the Plaintiff. Defendants, John Does I through IV, are unknown Defendants, who repaired, maintained, inspected, manufactured, designed, certified, overhauled, rebuilt, and/or sold the Cirrus Aircraft, the Continental engine, and/or their component parts or otherwise distributed or placed the aircraft, aircraft engine, and/or their component parts into the stream of commerce in the State of Mississippi, and/or caused or substantially contributed to the engine failure, the subsequent crash of the aircraft, and the injuries and damages to the Plaintiff. Defendants, John Does I through IV, may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

14. Defendants, XYZ Corporations I through IV, are corporations, entities, partnerships, limited partnerships, limited liability companies, or individuals whose true identities and addresses are unknown at this time, but who may be liable to the Plaintiff in this cause of action. Plaintiff will amend his Complaint to substitute the unknown Defendants and fictitious Defendants once the identities of XYZ Corporations I through IV are learned and once their liabilities are made known to the Plaintiff. Defendants, XYZ Corporations I through IV, are unknown Defendants, who may have or have had interests of ownership, control, management, employment, and/or agency with the Defendants in this cause, and who may be liable to Plaintiff in the premises for their negligent acts and/or omissions. Defendants, XYZ Corporations I through IV, may be served with process of this Court pursuant to the Mississippi Rules of Civil Procedure.

15. On November 22, 2019, the Cirrus Aircraft SR22, FAA registration number N969JM, was on a routine flight from Dallas, Texas, to Hattiesburg, Mississippi, with stops in Terrell, Texas, and Gladewater, Texas. The aircraft departed the airport in Dallas, Texas; flew to

Terrell, Texas; and landed there. Glen Pace was the sole pilot and pilot in command of the aircraft. Glen Pace later departed Terrell, Texas, and flew the aircraft on its most direct route of flight toward Tyler, Texas. The engine began shaking, so Glen Pace became concerned and consulted the engine checklist. The engine ultimately returned to normal. Glen Pace continued flying the aircraft for a few minutes and started on his cruise checklist, when the gauge on his number five cylinder went red. The two middle gauges blanked out but then returned. Glen Pace checked his manifold pressure, which indicated about 28.5, and he realized the engine was not functioning at full power. Glen Pace could not make the aircraft maintain altitude and the aircraft began descending. Glen Pace radioed air traffic control that he was having engine problems, and he requested vectors to the nearest airport. Air traffic control gave Glen Pace two options, but neither of the airports had IFR approaches. Air traffic control subsequently gave Glen Pace two options for emergency landings and both had IFR approaches. The engine seemed to operate normally, and Glen Pace began a small climb of about 200 feet per minute. Glen Pace leveled his aircraft at approximately 2,400 feet when he was transferred to Longview approach. Glen Pace flew the aircraft for a few minutes, and then the engine began to shake again, Glen Pace declared an emergency and asked for vectors to the final approach fix for KTYR, since he was about six miles away. The controller acknowledged the emergency and gave Glen Pace vectors and cleared Glen Pace for the approach. While flying the aircraft for the approach, the oil pressure in the engine dropped well below the normal range. Glen Pace could not make the aircraft hold its altitude, and the aircraft began descending. Glen Pace notified air traffic control that he was going to pull the emergency chute. The aircraft continued to descend, and Glen Pace notified the air traffic controller that he was pulling the emergency chute when he reached 1,000

feet. Glen Pace navigated around some obstacles, reduced the power, and selected high boost in case he was having a fuel issue. Once Glen Pace reached 1,450 feet (or 900 feet above the ground) he observed a few trees through broken clouds. Glen Pace, once he reached about 700 feet above ground (at the base of the clouds), turned the aircraft toward a field on his right. Glen Pace lowered the nose of the aircraft to prevent a stall, entered the field, attempted to avoid a fence and tower in the field, and deployed the emergency chute. The Cirrus emergency parachute, Amsafe restraint system, Amsafe shoulder harness, Amsafe seatbelts, Amsafe airbags, Amsafe inertial reel, and their component parts failed causing the aircraft to crash and causing injuries to Glen Pace including, but not limited to, hitting his head on the dash, rendering him unconscious. The Cirrus emergency parachute, Amsafe restraint system, Amsafe shoulder harness, Amsafe seatbelts, Amsafe airbags, Amsafe inertial reel, and their component parts did not function as advertised. Further, prior to and on impact the Cirrus emergency parachute, Amsafe restraint system, Amsafe shoulder harness, Amsafe seatbelts, Amsafe airbags, Amsafe inertial reel, and their component parts failed, causing additional injuries to Glen Pace.

16. The aircraft crashed in Smith County, Tyler, Texas, as a result of the combined negligence of Cirrus; Continental Motor Corporation; Arapahoe Aero; Amsafe; Performance Aviation; Wade Walters (Individually, d/b/a Performance Aviation, and doing business as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV; and Defendants, XYZ Corporations I Through IV.

17. On all relevant occasions, the Defendants were acting in concert with each other and as such were and are agents for each other and liable for each others actions, conduct, errors and omissions pursuant to the laws of Master/Servant, Principal/Agent, Employer/Employee, and

respondeat superior. Defendants were acting in the furtherance of each others' business or interests and as such are responsible and liable for each others' actions, conduct and/or omissions. Plaintiff would further show unto the Court that the Defendants (by and through their actions, conduct, and/or omissions, in joint concert and course of dealings with each other) caused unreasonably dangerous conditions to exist and caused the damages of the Plaintiff.

COUNT I

18. Plaintiff adopts by reference and realleges each and every allegation of all paragraphs of all counts of the Amended Complaint the same as though specifically set out herein again.

19. On November 22, 2019, Glen Pace, at the time of the flight in question and at the time of the crash, was the pilot in command of the Cirrus aircraft as it proceeded on a planned flight from Dallas, Texas, to Hattiesburg, Mississippi, with stops in Terrell, Texas, and Gladewater, Texas. On the occasion in question, the aircraft engine that was manufactured by Continental Motor Corporation; and serviced, repaired, and inspected by Arapahoe Aero failed. Glen Pace made the decision to descend and engage the emergency parachute that was manufactured by Cirrus or Amsafe and was installed in the Cirrus aircraft. Glen Pace made the decision to descend to an altitude below the clouds to engage the emergency parachute that was manufactured by Cirrus and installed in the Cirrus aircraft for use when there was an engine failure. The aircraft descended through the clouds, and when the aircraft descended through 1000 feet, Glen Pace engaged the emergency parachute after he steered the aircraft toward an empty field. The Cirrus aircraft emergency parachute did not operate as advertised and as represented to Glen Pace and failed and caused the aircraft to crash into the ground. The Cirrus restraint

system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, and their component parts which were designed, manufactured, installed, inspected, and maintained by Cirrus and Amsafe to permit the pilot to survive a survivable crash, failed before and on impact. The Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, and their component parts failed and caused substantial injuries and damages to Glen Pace.

20. On the occasion in question, the Cirrus aircraft and Continental engine experienced power failure and caused the aircraft to crash, contributing to the cause of Glen Pace's injuries.

21. On or about November 22, 2019, the Cirrus Aircraft SR22, FAA registration number N969JM, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were manufactured, designed, and sold by Cirrus, Amsafe, and Continental. The Defendants, Cirrus, Amsafe, and Continental, controlled the maintenance of the aircraft by requiring that the Cirrus aircraft and Continental engine be overhauled and rebuilt at the direction of Cirrus and Continental. Cirrus and Continental further maintained control by requiring periodic maintenance inspections on the aircraft, the aircraft engine, and the aircraft component parts; by requiring maintenance overhauls; and by requiring the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts to be maintained and rebuilt in accordance with instructions from Cirrus, Continental, and Amsafe. The aircraft was last maintained by Arapahoe Aero; Performance Aviation; Wade Walters (Individually, d/b/a

Performance Aviation, and doing business as a member of Performance Aviation); and Charlie Aviation.

22. Defendants, Arapahoe Aero; Performance Aviation (previous owner); Wade Walters (Individually, d/b/a Performance Aviation, and doing business as a member of Performance Aviation, previous owner); and Charlie Aviation, were the entities that were responsible for the maintenance and repairs on the Cirrus aircraft, the Continental engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (designed, manufactured, and sold to permit a pilot to survive a survivable crash without significant injury. Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), and Charlie Aviation, were jointly responsible for the maintenance, installation, and repairs on the Cirrus aircraft, the Continental aircraft engine, and their component parts including, but not limited to, the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (designed to permit a pilot to survive a survivable crash without significant injury).

23. Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, were additionally negligent for failing to keep and maintain the Cirrus aircraft, Continental engine, and their component parts including, but not limited to, the Cirrus emergency parachute, Cirrus restraint system, Amsafe

seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (which were designed to allow a pilot to survive a survivable crash without significant injury), in a reasonably safe and airworthy condition; carelessly and recklessly maintaining and repairing the aircraft, aircraft engine and their component parts; violating Federal Aviation Regulations constituting negligence per se; and failing to exercise due and reasonable care under the circumstances.

24. The aircraft engine failed and Glen Pace could not maintain altitude. Glen Pace, notified authorities of his engine failure and made an attempt to control the aircraft that was losing altitude, requiring him to make an emergency and forced landing in a vacant field. On the occasion in question, the Cirrus aircraft, the Continental engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (were designed to allow a pilot to survive a survivable crash without significant injury), were defective and unreasonably dangerous. The unreasonably dangerous and defective conditions of the Cirrus aircraft, the Continental aircraft engine, and their component parts were contributing proximate causes of the engine failure on November 22, 2019. The unreasonably dangerous condition of the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were contributing proximate causes of the crash of the aircraft, and the injuries and damages to Plaintiff.

25. Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation),

Charlie Aviation, and Defendants, John Does I Through IV, (as the entities responsible for the maintenance and inspection of the Cirrus aircraft, Continental engine, and their component parts), performed maintenance and inspection on the Cirrus aircraft, the Continental aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts. Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, were the entities responsible for certifying, servicing, repairing, testing, inspecting, overhauling, rebuilding, and annualling the Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts with knowledge that the Cirrus aircraft would be flown by pilots such as Glen Pace on flights such as the flight that occurred on November 22, 2019. Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, were required to test, inspect, certify, maintain, overhaul, repair, install, rebuild, own, operate, sell, and annual the Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts so that the Cirrus aircraft, Continental engine, and their component parts would be safe, not dangerous, and not defective.

26. Prior to November 22, 2019, Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe

inertial reel, and their component parts were manufactured by Cirrus, Amsafe, and Continental and were defective and/or unreasonably dangerous to Plaintiff. The unreasonably dangerous and defective condition of the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were contributing proximate causes of the engine failure and crash on November 22, 2019, and the injuries and damages of the Plaintiff.

27. On the occasion in question, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, were negligent, and their negligence was a contributing proximate cause of the crash in question, the injuries and damages to the Plaintiff because of the failure of the emergency parachute, seatbelt, airbags, and shoulder harness and other component parts (designed to allow a pilot to survive a survivable crash without significant injury). Plaintiff's damages include, but are not limited to, pre-impact fright before the crash and excruciating pain and suffering during and after the crash.

28. On and before November 22, 2019, Cirrus, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), and Continental breached their duties by causing the Cirrus aircraft, the Continental engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus seatbelt, shoulder harness, airbags, and other component parts (designed to allow a pilot to survive a survivable crash without significant injury), to be placed on the market and in service when the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were

not safe for their intended purposes and uses. The Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were expected to and did reach the pilot and operator of the aircraft prior to the time of the crash. The Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were in a defective and unreasonably dangerous condition, which was a contributing proximate cause of the engine failure, the crash of the aircraft, and the excruciating painful injuries suffered by Plaintiff, Glen Pace.

29. Prior to November 22, 2019, the Cirrus aircraft, the Continental aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were manufactured, designed, repaired, installed, inspected, designated airworthy, and sold by Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation). On the occasion in question, Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) were negligent in the design, manufacture, repair, inspection, and sale of the aircraft, aircraft engine, and their component parts, which included the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (designed to allow a pilot to survive a survivable crash without significant injury), which rendered the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus restraint system,

Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts defective and unreasonably dangerous. The Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were designed, manufactured, inspected, installed, sold, and distributed by Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); were defective and unreasonably dangerous; and the defective and unreasonably dangerous condition of the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were a contributing proximate cause of the engine failure, the crash of the aircraft, and the catastrophic injuries and damages to Plaintiff, Glen Pace.

30. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) manufactured, designed, and sold the Cirrus aircraft, Continental engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts, and as a result thereof were required to make sure that the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were properly manufactured, designed, installed, repaired, inspected, certified as airworthy, and sold and that the Cirrus aircraft, Continental engine, and their component parts were properly installed, inspected, repaired, maintained, and that the aircraft, aircraft engine, emergency

parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were airworthy. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) certified, inspected, overhauled, rebuilt, manufactured, designed, sold, and installed the Cirrus aircraft, Continental engine, and their component parts with knowledge that the aircraft, aircraft engine, and their component parts would be used on flights such as the flight that occurred on November 22, 2019. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) were required to inspect, test, certify, modify, overhaul, manufacture, design, install, and/or sell the Cirrus aircraft, the Continental engine, and their component parts, (including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts, so that the aircraft, the aircraft engine, and their component parts would be safe, not dangerous, and not defective.

31. On and before November 22, 2019, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, performed modifications, repairs, annuals, overhauls, rebuilds, certifications, inspections, and installations on the aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their

component parts, and were required to modify, repair, overhaul, rebuild, inspect, and install the Cirrus aircraft, Continental engine, and their component parts in accordance with FAA regulations and in accordance with good professional mechanic and inspector practices. Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV inspected, modified, annualled, repaired, rebuilt, overhauled, and installed the Cirrus aircraft, Continental engine, and their component parts and certified the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts as being airworthy, safe, not defective, and not unreasonably dangerous. Contrary to the representations and certifications made in the repair documents, inspection documents, overhaul documents, the annuals, the aircraft logs, the engine logs, and the aircraft and engine maintenance documents by Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, that the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were safe, airworthy, and not defective, when actually, the aircraft, the aircraft engine, and their component parts were defective, unsafe, unreasonably dangerous, and unairworthy. In addition, the Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, carelessly inspected, modified, repaired,

annualled, rebuilt, certified, installed, and/or overhauled the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts and falsely represented that the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were airworthy, safe, not defective, and not unreasonably dangerous.

32. On the occasion in question, the negligence of Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, were contributing proximate cause of the engine failure, the crash of the aircraft, the damages of Glen Pace including but not limited to the pre-impact fright of Plaintiff before the crash; excruciating pain and suffering from the crash; and the injuries and damages sustained by Plaintiff during and after the crash.

33. The Plaintiff suffered excruciating painful and permanent injuries during and after the crash of the aircraft because of the failure of the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts. The damages sustained by Plaintiff were proximately caused by the negligence of the Defendants, Cirrus, Continental, Arapahoe Aero, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV. The Plaintiff's damages are in the amount of at least \$7,500,000.00 and punitive damages in an amount sufficient to deter the Defendants, Cirrus, Continental, Arapahoe Aero, Performance

Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation), Charlie Aviation, and Defendants, John Does I Through IV, from such reckless and oppressive conduct in the future.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Cirrus Design Corporation d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Arapahoe Aero; Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV, and Defendants, XYZ Corporations I Through IV, for the damages sustained by Plaintiff, Glen Pace, in the amount of \$7,500,000.00; punitive damages in an amount sufficient to deter the Defendants from such reckless and oppressive conduct in the future; prejudgment interest; post judgment interest; and all costs.

COUNT II

34. Plaintiff adopts by reference and realleges each and every allegation of all paragraphs of all counts of the Amended Complaint the same as though specifically set out herein again.

35. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) were, at all relevant times, in the business of designing, manufacturing, testing, processing, modifying, overhauling, warning, factory overhauling, rebuilding, engineering, installing, inspecting, certifying, servicing, distributing, maintaining, selling, and delivering the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts

(which were in part designed to permit a pilot to survive a survivable crash without significant injury). On and before November 22, 2019, the Cirrus aircraft, Continental engine, and their component parts were represented by Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) to be safe and suitable for the purposes for the flight on November 22, 2019. The Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were further represented, marketed, and sold by Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) as airworthy, safe, not defective, and not unreasonably dangerous.

36. On the occasion in question, the Cirrus aircraft, the Continental aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were defective, unreasonably dangerous, and failed, contributing to the cause of the engine failure, the crash of the aircraft, and the injuries and damages to Glen Pace. On the occasion in question, the Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were further defective and unreasonably dangerous because of the failure to provide an airworthy aircraft and engine and failure to provide crash worthy component parts, including but not limited to the Cirrus emergency parachute, Cirrus seatbelt, shoulder harness, and other component parts designed to allow a pilot

to survive a survivable crash without significant injury. The Defendants, Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) manufactured and placed in the stream of commerce the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts which failed contributing to the crash of the aircraft and the injuries and damages to the Plaintiff, Glen Pace. The Cirrus aircraft, the Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were negligently, improperly, and defectively designed, manufactured, installed, inspected, certified, and maintained. The failure of the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts rendered the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts unsafe for their intended use and purposes. The design and manufacture of the aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (designed to permit a pilot to survive a survivable crash without significant injury), were generally unsafe, defective, unreasonably dangerous, and inadequate, and Cirrus, Amsafe, and Continental knew or should have known of

the defective and unsafe conditions; and should have foreseen the defective, unsafe, and unreasonably dangerous conditions, which directly caused or contributed to the cause of the engine failure, the cause of the crash, and the excruciating pain and injuries suffered by Glen Pace.

37. The Cirrus aircraft, Continental aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were in defective conditions that were unreasonably dangerous to the users of the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts which were designed to permit a pilot to survive a survivable crash without significant injury, at the time that the aircraft, aircraft engine, and their component parts left the places of business of the Defendants and the places where the aircraft, aircraft engine, and their component parts were designed, manufactured, assembled, installed, shipped, sold, and placed in the stream of commerce.

38. The Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were manufactured, designed, engineered, modified, processed, tested, overhauled, serviced, inspected, installed, distributed, maintained, sold, and delivered by Cirrus, Amsafe, and Continental. The Defendants, Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) sold the aircraft, aircraft engine, Cirrus

emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts, which were designed, manufactured, and sold to permit a pilot to survive a survivable crash without significant injury, with knowledge that they would be used by pilots on flights such as that on November 22, 2019. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) had duties to properly engineer, manufacture, design, modify, overhaul, rebuild, test, process, inspect, certify, service, install, perform factory overhauls or rebuilds, distribute, maintain, sell, or deliver the aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (designed in part to allow a pilot to survive a survivable crash without significant injury), so that the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts would be airworthy, safe, not defective, and not unreasonably dangerous.

39. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) breached their duties by placing the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts on the market and in conditions that were not reasonably safe for their intended purposes and uses. The Cirrus aircraft, Continental engine,

Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were expected to and did reach the pilot, Glen Pace, without substantial changes in their conditions from the time they left the places of the manufacturer and seller, and/or placed on the market and sold until the time of the crash on November 22, 2019. The Cirrus aircraft, the Continental aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were used by Glen Pace on the November 22, 2019, flight in the manner and for the purposes for which they were intended, manufactured, and sold.

40. The Cirrus aircraft, Continental engine, and their component parts were defective, because the aircraft engine failed; because the Cirrus aircraft was not crash worthy; because the Cirrus aircraft emergency parachute failed; because the Cirrus restraint system failed; because the Amsafe seatbelt failed; because the Amsafe shoulder harness failed; because the Amsafe inertial reel failed, and their components parts failed; and because Cirrus, Amsafe, and Continental failed to give adequate warnings and instructions to the pilot in command and because the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were in defective conditions and were negligently and improperly designed, manufactured, and sold. Further, the Cirrus aircraft, Continental engine, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were defective, because they failed to perform to express factual representations upon which the

Plaintiff justifiably relied and elected to use the product and were defective, because express warranties were breached.

41. The defective condition of the aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts rendered the aircraft, aircraft engine, and their component parts unreasonably dangerous to the Plaintiff. Cirrus failed to properly manufacture the aircraft and Cirrus's failure to design, manufacture, and build the aircraft, the emergency parachute, Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts (which were in part designed to protect the pilot so he would have a chance to survive the crash). Continental failed to properly manufacture the aircraft engine and Continental's failure to design, manufacture, and build the aircraft engine. The defective and unreasonably dangerous condition of the aircraft, aircraft engine, and their component parts proximately caused the aircraft engine to fail; the crash of the aircraft; and the excruciating painful injuries suffered by Glen Pace.

42. The Cirrus aircraft, Continental aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts maintained inherently dangerous characteristics which are not generic aspects of the aircraft, aircraft engine, and their component parts which can be eliminated without substantially compromising the usefulness or desirability and which are not recognized by the ordinary person, including, but not limited to, Plaintiff, with ordinary knowledge common to the community. The

aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were defective, because they failed to have adequate warnings or instructions, and because Cirrus, Amsafe, and Continental knew, or in the light of reasonably available knowledge knew, or should have known that the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts when they left the control of the manufacturers and sellers, were in defective conditions.

43. On the occasion in question, Plaintiff, did not have any knowledge of the defective conditions of the aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts; did not and could not have appreciated the danger of the defective conditions; and did not deliberately or voluntarily expose himself to the dangerous propensities of the aircraft, the aircraft engine, and their component parts. The dangerous propensities and characteristics of the Cirrus aircraft, Continental aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were not known to the Plaintiff and were not open and not obvious to him. The Cirrus aircraft, Continental aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were defective in design, because the manufacturers and sellers knew, or in light of reasonably available knowledge or in the exercise of reasonable care, should have known about the dangerous propensities of the aircraft, the

aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts. Further, alternative feasible designs existed in other models that would have reasonably prevented the engine failure, the crash of the aircraft, the emergency parachute failure, restraint system failure, seatbelt failure, seatbelt harness failure, inertial reel failure, and the injuries to the Plaintiff. The alternate and feasible designs would have prevented the engine failure; the crash of the aircraft; the emergency parachute failure, restraint system failure, seatbelt failure, seatbelt harness failure, inertial reel failure, and the injuries and damages to Plaintiff, but would not have impaired the utility, usefulness, practicability, or desirability of the aircraft, aircraft engine, or their component parts.

44. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) made specific representations to the owner of the aircraft and Glen Pace that the aircraft, aircraft engine, and their component parts were safe, not defective, and not unreasonably dangerous because Glen Pace relied upon the specific certifications and representations of Cirrus, Continental, Amsafe, Performance Aviation, and Wade Walters made in sales brochures, advertisements, and log books. Plaintiff believed the representations made to him by Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters and relied upon those representations to his detriment by using the aircraft, aircraft engine, and their component parts using them as they were warranted and represented to him could be used and would prevent injury and damages to Plaintiff in a crash of the aircraft.

45. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) made representations, advertisements, warranties, and certifications that the aircraft, aircraft engine, and their component parts were safe, airworthy, not defective, and not unreasonably dangerous, although Cirrus, Amsafe, and Continental had in their possession, or should have had in their possession, information and factual information that the aircraft, aircraft engine, and their component parts contained inherent design flaws and defects which caused the aircraft engine to fail, which caused the crash of the aircraft, which caused the painful and excruciating injuries to the Plaintiff, and which caused the aircraft, the aircraft engine, and their component parts were unreasonably dangerous and defective.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Cirrus Design Corporation d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Arapahoe Aero; Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV, and Defendants, XYZ Corporations I Through IV, for the damages sustained by Glen Pace in the amount of \$7,500,000.00; punitive damages in an amount sufficient to deter the Defendants from such reckless and oppressive conduct in the future; prejudgment interest; post judgment interest; and all costs.

COUNT III

46. Plaintiff, adopts by reference and realleges each and every allegation of all paragraphs of this Amended Complaint the same as though specifically set out herein.

47. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) impliedly warranted and represented by the sale, modification, and overhaul and rebuilding of the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts that the aircraft, aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were of merchantable quality and fit for the uses and purposes for which they were intended, manufactured, and sold. Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) breached implied warranties as aforesaid, and as a proximate result thereof, Plaintiff suffered damages and are entitled to compensation for their actual damages and punitive damages in a sum sufficient to deter Defendants, Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) from such oppressive and reckless conduct in the future.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Cirrus Design Corporation d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Arapahoe Aero; Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV, and Defendants, XYZ Corporations I Through IV, for the damages sustained by Glen Pace in the amount of \$7,500,000.00; punitive damages in an amount

sufficient to deter the Defendants from such reckless and oppressive conduct in the future; prejudgment interest; post judgment interest; and all costs.

COUNT IV

48. Plaintiff adopts by reference and realleges each and every allegation of all paragraphs of all counts of the Amended Complaint the same as though specifically set out herein again.

49. Defendants, Cirrus, Amsafe, Continental, Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation) were in the business of designing, manufacturing, testing, processing, engineering, modifying, overhauling, inspecting, performing factory overhauls and rebuilds, servicing, distributing, maintaining, installing, selling, and/or delivering aircraft, aircraft engines, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts. The aircraft, aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts were not reasonably safe for their intended purposes and uses and were defective and unreasonably dangerous at the time they left the places of business of the manufacturers and sellers and at the time of the crash on November 22, 2019.

50. Plaintiff was unaware of the defective, unreasonably dangerous, and hazardous conditions of the aircraft, the aircraft engine, and their component parts, including but not limited to the Cirrus emergency parachute, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts which were designed to allow a pilot to survive a survivable crash without significant

injury; was unaware of the unreasonably dangerous and hazardous conditions created by the defective aircraft, the aircraft engine, Cirrus emergency parachute, Cirrus restraint system, Amsafe seatbelt, Amsafe shoulder harness, Amsafe inertial reel, Amsafe airbags, and their component parts and was unaware that the Defendants had failed to use technology to eliminate or reduce the dangers of the defective condition of the aircraft, aircraft engine, and their component parts. As a result thereof, Cirrus, Amsafe, and Continental are strictly liable in tort for the failure of the engine, the crash of the aircraft, and the excruciating pain and damages suffered by Glen Pace.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Cirrus Design Corporation d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Arapahoe Aero; Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV, and Defendants, XYZ Corporations I Through IV, for the damages sustained by Glen Pace in the amount of \$7,500,000.00; punitive damages in an amount sufficient to deter the Defendants from such reckless and oppressive conduct in the future; prejudgment interest; post judgment interest; and all costs.

COUNT V

51. Plaintiff adopts by reference and realleges each and every allegation of all paragraphs of all counts of the Amended Complaint the same as though specifically set out herein again.

52. Performance Aviation, LLC, and Wade Walters breached their contract for sale of the aircraft.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Performance Aviation and Wade Walters, for the damages sustained by Glen Pace in the amount of \$7,500,000.00.

AD DAMNUM

WHEREFORE, PREMISES CONSIDERED Plaintiff demands Judgment of and from the Defendants, Cirrus Design Corporation d/b/a Cirrus Aircraft Corporation; Continental Motor Corporation; Arapahoe Aero; Performance Aviation, Wade Walters (Individually, d/b/a Performance Aviation, and as a member of Performance Aviation); Charlie Aviation; Defendants, John Does I Through IV, and Defendants, XYZ Corporations I Through IV, for the damages sustained by Glen Pace in the amount of \$7,500,000.00; punitive damages in an amount sufficient to deter the Defendants from such reckless and oppressive conduct in the future; prejudgment interest; post judgment interest; and all costs.

Respectfully submitted, this the 17TH day of JANUARY, 2022.

PLAINTIFF

By: 

WAYNE E. FERRELL, JR.

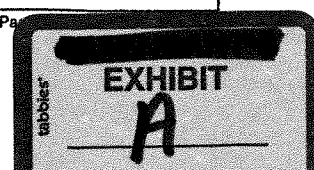
OF COUNSEL:

WAYNE E. FERRELL, JR.
Mississippi Bar No. 5182
Attorney at Law
Law Offices of Wayne E. Ferrell, Jr., PLLC
405 Tombigbee Street
Post Office Box 24448
Jackson, Mississippi 39225-4448
(601) 969-4700

FAA FORM 8130-6, APPLICATION FOR U.S. AIRWORTHINESS CERTIFICATE

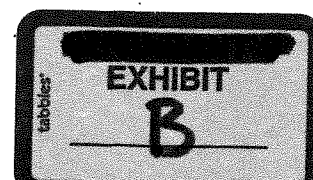
Form Approved O.M.B. No. 2120-0018
Expiration Date 02/28/2013

I. AIRCRAFT DESCRIPTION		APPLICATION FOR U.S. AIRWORTHINESS CERTIFICATE		INSTRUCTIONS - Print or type. Do not write in shaded areas; these are for FAA use only. Submit original only to an authorized FAA Representative. If additional space is required, use attachment. For special flight permits complete Sections II, VI, and VII as applicable.	
1. REGISTRATION MARK N728DW		2. AIRCRAFT BUILDER'S NAME (Make) Cirrus Design Corporation		3. AIRCRAFT MODEL DESIGNATION SR22T	
5. AIRCRAFT SERIAL NO. 0714		6. ENGINE BUILDER'S NAME (Make) Continental Motors Inc.		7. ENGINE MODEL DESIGNATION TSIO-550-K	
8. NUMBER OF ENGINES 1		9. PROPELLER BUILDER'S NAME (Make) Hartzell Propeller Inc.		10. PROPELLER MODEL DESIGNATION PHC-J3Y1F-1N/N7605B	
				11. AIRCRAFT IS (Check if applicable) IMPORT	
APPLICATION IS HEREBY MADE FOR: (Check applicable items)					
A 1 <input checked="" type="checkbox"/> STANDARD AIRWORTHINESS CERTIFICATE (Indicate category) <input checked="" type="checkbox"/> NORMAL <input type="checkbox"/> UTILITY <input type="checkbox"/> ACROBATIC <input type="checkbox"/> TRANSPORT <input type="checkbox"/> COMMUTER <input type="checkbox"/> BALLOON <input type="checkbox"/> OTHER					
B <input type="checkbox"/> SPECIAL AIRWORTHINESS CERTIFICATE (Check appropriate items)					
7 <input type="checkbox"/> PRIMARY					
9 <input type="checkbox"/> LIGHT-SPORT (Indicate Class) <input type="checkbox"/> Airplane <input type="checkbox"/> Power-Parachute <input type="checkbox"/> Weight-Shift-Control <input type="checkbox"/> Glider <input type="checkbox"/> Lighter than Air					
2 <input type="checkbox"/> LIMITED					
5 <input type="checkbox"/> PROVISIONAL (Indicate class) 1 <input type="checkbox"/> CLASS I 2 <input type="checkbox"/> CLASS II					
3 <input type="checkbox"/> RESTRICTED (Indicate operation(s) to be conducted) 1 <input type="checkbox"/> AGRICULTURE AND PEST CONTROL 2 <input type="checkbox"/> AERIAL SURVEY 3 <input type="checkbox"/> AERIAL ADVERTISING					
4 <input type="checkbox"/> FOREST (Wildlife conservation) 5 <input type="checkbox"/> PATROLLING 6 <input type="checkbox"/> WEATHER CONTROL					
0 <input type="checkbox"/> OTHER (Specify)					
4 <input type="checkbox"/> EXPERIMENTAL (Indicate operation(s) to be conducted) 1 <input type="checkbox"/> RESEARCH AND DEVELOPMENT 2 <input type="checkbox"/> AMATEUR BUILT 3 <input type="checkbox"/> EXHIBITION					
4 <input type="checkbox"/> AIR RACING 5 <input type="checkbox"/> CREW TRAINING 6 <input type="checkbox"/> MARKET SURVEY					
0 <input type="checkbox"/> TO SHOW COMPLIANCE WITH THE CFR 7 <input type="checkbox"/> OPERATING (Primary Category) KIT BUILT AIRCRAFT					
8 <input type="checkbox"/> OPERATING LIGHT-SPORT 8A <input type="checkbox"/> Existing aircraft without an airworthiness certificate & do not meet § 103.1					
8B <input type="checkbox"/> Operating Light-Sport Kit-built					
8C <input type="checkbox"/> Operating light-sport previously issued special light-sport category airworthiness certificate under § 21.190					
9 <input type="checkbox"/> UNMANNED AIRCRAFT 9A <input type="checkbox"/> RESEARCH AND DEVELOPMENT 9C <input type="checkbox"/> CREW TRAINING					
9B <input type="checkbox"/> MARKET SURVEY					
6 <input type="checkbox"/> SPECIAL FLIGHT PERMIT (Indicate operation to be conducted, then complete Section VI or VII as applicable on reverse side) 1 <input type="checkbox"/> FERRY FLIGHT FOR REPAIRS, ALTERATIONS, MAINTENANCE, OR STORAGE					
2 <input type="checkbox"/> EVACUATE FROM AREA OF IMPENDING DANGER					
3 <input type="checkbox"/> OPERATION IN EXCESS OF MAXIMUM CERTIFICATED TAKE-OFF WEIGHT					
4 <input type="checkbox"/> DELIVERING OR EXPORTING 5 <input type="checkbox"/> PRODUCTION FLIGHT TESTING					
6 <input type="checkbox"/> CUSTOMER DEMONSTRATION FLIGHTS					
C 6 <input type="checkbox"/> MULTIPLE AIRWORTHINESS CERTIFICATE (Check ABOVE "Restricted Operation" and "Standard" or "Limited" as applicable)					
A. REGISTERED OWNER (As shown on certificate of aircraft registration) IF DEALER, CHECK HERE <input checked="" type="checkbox"/>					
NAME Cirrus Design Corporation ADDRESS 4515 Taylor Circle, Duluth MN 55811					
B. AIRCRAFT CERTIFICATION BASIS (Check applicable blocks and complete items as indicated)					
<input checked="" type="checkbox"/> AIRCRAFT SPECIFICATION OR TYPE CERTIFICATE DATA SHEET (Give No. and Revision No.) A00009CH Rev19 <input checked="" type="checkbox"/> AIRWORTHINESS DIRECTIVES (Check if all applicable ADs are complied with and give the number of the last AD SUPPLEMENT available in the biweekly series as of the date of application) 2014-03					
<input type="checkbox"/> AIRCRAFT LISTING (Give page number(s)) N/A <input checked="" type="checkbox"/> SUPPLEMENTAL TYPE CERTIFICATE (List number of each STC incorporated) SA01708SE					
C. AIRCRAFT OPERATION AND MAINTENANCE RECORDS					
<input checked="" type="checkbox"/> CHECK IF RECORDS IN COMPLIANCE WITH 14 CFR section 91.417 TOTAL AIRFRAME HOURS 1.8 HOURS 3 <input type="checkbox"/> EXPERIMENTAL ONLY (Enter hours flown since last certificate issued or renewed)					
D. CERTIFICATION - I hereby certify that I am the registered owner (or his agent) of the aircraft described above, that the aircraft is registered with the Federal Aviation Administration in accordance with Title 49 of the United States Code 44101 et seq. and applicable Federal Aviation Regulations, and that the aircraft has been inspected and is airworthy and eligible for the airworthiness certificate requested.					
DATE OF APPLICATION 02/18/2014 NAME AND TITLE (Print or type) Brian D. Zapp MFG Representative SIGNATURE Brian D Zapp					
A. THE AIRCRAFT DESCRIBED ABOVE HAS BEEN INSPECTED AND FOUND AIRWORTHY BY: (Complete the section only if 14 CFR part 21.183(d) applies)					
2 <input type="checkbox"/> 14 CFR part 121 CERTIFICATE HOLDER (Give Certificate No.) 3 <input type="checkbox"/> CERTIFICATED MECHANIC (Give Certificate No.) 6 <input type="checkbox"/> CERTIFICATED REPAIR STATION (Give Certificate No.)					
5 <input type="checkbox"/> AIRCRAFT MANUFACTURER (Give name or firm)					
DATE TITLE SIGNATURE					
V. FAA REPRESENTATIVE CERTIFICATION (Check ALL applicable block items A and B)					
A. I find that the aircraft described in Section I or VII meets requirements for <input checked="" type="checkbox"/> THE CERTIFICATE REQUESTED <input type="checkbox"/> AMENDMENT OR MODIFICATION OF CURRENT AIRWORTHINESS CERTIFICATE					
B. Inspection for a special flight permit under Section VII was conducted by: FAA INSPECTOR CERTIFICATE HOLDER UNDER 14 CFR part 65 14 CFR part 121 OR 135 14 CFR part 145					
DATE 02/18/2014 MDO/SDO OFFICE CE-46 4 FAA INSPECTOR'S SIGNATURE AND NO. David C. Hallfrisch DMIR-833854-CE 1 FAA INSPECTOR'S CERTIFICATION FILE REVIEW SIGNATURE Dennis L. Henderson					



VI. PRODUCTION FLIGHT TESTING	A. MANUFACTURER			
	NAME		ADDRESS	
	B. PRODUCTION BASIS (Check applicable item)			
	<input type="checkbox"/>	PRODUCTION CERTIFICATE (Give production certificate number)		
	<input type="checkbox"/>	TYPE CERTIFICATE		
	<input type="checkbox"/>	OTHER:		
	C. GIVE QUANTITY OF CERTIFICATES REQUIRED FOR OPERATING NEEDS			
	DATE OF APPLICATION		NAME AND TITLE (Print or type)	SIGNATURE
	VII. SPECIAL FLIGHT PERMIT PURPOSES OTHER THAN PRODUCTION FLIGHT TEST	A. DESCRIPTION OF AIRCRAFT		REGISTERED OWNER
BUILDER (Make)		MODEL		
SERIAL NUMBER		REGISTRATION MARK		
B. DESCRIPTION OF FLIGHT				
FROM		TO		
VIA		DEPARTURE DATE	DURATION	
C. CREW REQUIRED TO OPERATE THE AIRCRAFT AND ITS EQUIPMENT				
<input type="checkbox"/>		PILOT	<input type="checkbox"/>	CO-PILOT
<input type="checkbox"/>		FLIGHT ENGINEER	<input type="checkbox"/>	
D. THE AIRCRAFT DOES NOT MEET THE APPLICABLE AIRWORTHINESS REQUIREMENTS AS FOLLOWS:				
E. THE FOLLOWING RESTRICTIONS ARE CONSIDERED NECESSARY FOR SAFE OPERATION: (Use attachment if necessary)				
F. CERTIFICATION - I hereby certify that I am the registered owner (or his agent) of the aircraft described above; that the aircraft is registered with the Federal Aviation Administration in accordance with Title 49 of the United States Code 44101 et seq. and applicable Federal Aviation Regulations; and that the aircraft has been inspected and is safe for the flight described.				
DATE		NAME AND TITLE (Print or type)	SIGNATURE	
VIII. AIRWORTHINESS DOCUMENTATION (FAA/DESIGNEE use only)	<input checked="" type="checkbox"/>	A. Operating Limitations and Markings in Compliance With 14 CFR Section 91.9, As Applicable	G. Statement of Conformity, FAA Form 8130-9 (Attach when required)	
	<input type="checkbox"/>	B. Current Operating Limitations Attached	H. Foreign Airworthiness Certification for Import Aircraft (Attach when required)	
	<input type="checkbox"/>	C. Data, Drawings, Photographs, etc. (Attach when required)	I. Previous Airworthiness Certificate Issued in Accordance With 14 CFR Section _____ CAR _____ (Original attached)	
	<input checked="" type="checkbox"/>	D. Current Weight and Balance Information Available in Aircraft	J. Current Airworthiness Certificate Issued in Accordance With 14 CFR Section 21.183 (a) (Copy attached)	
	<input type="checkbox"/>	E. Major Repair and Alteration, FAA Form 337 (Attach when required)	K. Light-Sport Aircraft Statement of Compliance, FAA Form 8130-15 (Attach when required)	
	<input checked="" type="checkbox"/>	F. This Inspection Recorded in Aircraft Records		


UNITED STATES OF AMERICA			
DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION			
STANDARD AIRWORTHINESS CERTIFICATE			
1 NATIONALITY AND REGISTRATION MARKS N728DW	2 MANUFACTURER AND MODEL Cirrus Design Corporation SR22T	3 AIRCRAFT SERIAL NUMBER 0714	4 CATEGORY NORMAL
5 AUTHORITY AND BASIS FOR ISSUANCE <p>This airworthiness certificate is issued pursuant to 49 U.S.C. § 44704 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein.</p> <p>Exceptions:</p> <p>"Exemption No. 9993 to regulation 23.1419(a) for Flight Into Known Icing operations. Exemption allows for a higher stall speed than that required by 23.49(c) & (d) when operating in icing conditions."</p>			
6 TERMS AND CONDITIONS <p>Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the FAA, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States:</p>			
DATE OF ISSUANCE Feb 18, 2014	FAA REPRESENTATIVE David C. Hallfrisch	DESIGNATION NUMBER DMIR-833854-CE	
<p>Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years or both.</p> <p>THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.</p> <p>FAA Form 8100-2 (04-11) Supersedes Previous Edition</p>			



FILED WITH FAA
AIRCRAFT REGISTRATION OR

2019 DEC 19 P 1:17

OKLAHOMA CITY
OKLAHOMA

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONRONEY AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT: ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 728DW			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL Cirrus SR22T Design corp SR22T			
AIRCRAFT SERIAL No. 0714			
TYPE OF REGISTRATION (Check One box)			
<input type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input checked="" type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Government <input type="checkbox"/> 8. Non-Citizen Corporation <input type="checkbox"/> 9. Non-Citizen Corporation Co-Owner			
NAME OR APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)			
Performance Aviation LLC			
TELEPHONE NUMBER: ()			
ADDRESS (Permanent mailing address for first applicant on list) (If P.O. Box is used, physical address must also be shown.)			
Number and street: 104 Bocage Ct.			
Rural Route: P.O. Box:			
CITY	STATE	ZIP CODE	
Hattiesburg	MS	39402	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. This portion MUST be completed. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
<u>CERTIFICATION</u>			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is a citizen (including corporations) of the United States.			
(For voting trust, give name of trustee: _____), or:			
<u>CHECK ONE AS APPROPRIATE:</u>			
a. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
b. <input type="checkbox"/> A non-citizen corporation organized and doing business under the laws of (state) _____ and said aircraft is based and primarily used in the United States. Records or flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
TYPE OR PRINT NAME BELOW SIGNATURE			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE 	TITLE Manager	DATE
	SIGNATURE Wade Walters	TITLE	DATE
	SIGNATURE	TITLE	DATE
NOTE Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period of _____ days, during which time the PINK copy of this application must be carried in the aircraft.			



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OKLAHOMA CITY
OKLAHOMA

TK000113 Conveyance Recorded Apr/07/2014 12:50 PM FAA

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		FORM APPROVED OMB NO. 2120-0042
AIRCRAFT BILL OF SALE		
FOR AND IN CONSIDERATION OF \$ THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:		
UNITED STATES REGISTRATION NUMBER	N N728DW	
AIRCRAFT MANUFACTURER & MODEL CIRRUS Design corp SR22T		
AIRCRAFT SERIAL No. 0714		
DOES THIS DAY OF HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:		
Do Not Write In This Block FOR FAA USE ONLY		

PURCHASER	NAME AND ADDRESS <small>(IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL.)</small> Performance Aviation LLC 104 Bocage Ct Hattiesburg MS 39402
	DEALER CERTIFICATE NUMBER

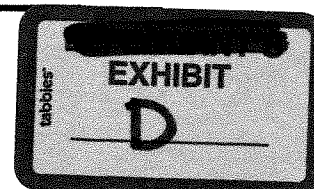
AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
 SINGULARLY THE SAID AIRCRAFT FOREVER AND WARRANTS THE TITLE THEREOF:

	IN TESTIMONY WHEREOF	HAVE SET	HAND AND SEAL THIS	DAY OF
SELLER	NAME(S) OF SELLER <small>(TYPED OR PRINTED)</small> CIRRUS DESIGN CORPORATION	SIGNATURE(S) <small>(IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)</small> 	TITLE <small>(TYPED OR PRINTED)</small> Client Relations Manager	
		Laura Warren-Finke		

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

ORIGINAL: TO FAA:

AC Form 8050-2 (9/92) (NSN 0052-00-629-0003) Supersedes Previous Edition



I hereby certify that this is a true
 and correct copy of the original

A I C

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 \$5.00 02/25/2014



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OKLAHOMA CITY
OKLAHOMA

DOCUMENT LEVEL ANNOTATIONS FOR DOCUMENT ARE005622794

Orig #2793 ret'd to AIC

MEMORANDUM TO THE FILE

MONICA OWENS

ID

February 10, 2014

DATE

A Prior Record search was performed for CIRRUS DESIGN CORP SR22T, 0714 on February 10, 2014. Search results:

No Prior Record

Assigned N728DW



U.S. Department
of Transportation
**Federal Aviation
Administration**

Flight Standards Service
Aircraft Registration Branch, AFS-750

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free: 1-866-762-9434
WEB Address: <http://registry.faa.gov>

February 10, 2014

CIRRUS DESIGN CORP
4515 TAYLOR CIR
DULUTH MN 55811-1548



Dear Sirs:

United States identification mark N728DW has been assigned to CIRRUS DESIGN CORP SR22T, serial number 0714, Mode S Transponder Code 52340644 as requested. This manufacturer's assignment of special registration number cannot be used as an authorization for a number change.

If we may be of further assistance, please contact the Aircraft Registration Branch at (405) 954-3116 or toll free 1-866-762-9434.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Owens".

Legal Instruments Examiner
Aircraft Registration Branch



Date: 2/7/2014

Federal Aviation Administration
Attn: Aircraft Registration/Central Records
PO Box 25504
Oklahoma City, OK 73125-0504
(405) 954-3116

Please **assign** the following registration number to **Cirrus Design Corp.**

We have requested AIC Title's assistance on our behalf to expedite the assignment of this registration number.

FAA Registration Number	Aircraft Make	Model	SN
728DW	CIRRUS DESIGN CORP	SR22T	0714

Thank you for your attention in this matter. If you have any questions, please contact a Documents Specialist at AIC Title – (405) 948-1811.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Tschida".

Aaron Tschida
Client Relations Manager
Cirrus Design Corp



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AIRCRAFT REGISTRATION
2019 FEB 10 AM 9 21
OKLAHOMA CITY
OKLAHOMA

**AIRCRAFT SECURITY AGREEMENT
(Continued)**

Loan No: 5938678

Page 7

Grantor. The word "Grantor" means Martin Aviation LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Community Bank, Ellisville, Mississippi, its successors and assigns.

Note. The word "Note" means the Note dated October 24, 2017 and executed by Martin Aviation LLC in the principal amount of \$402,329.40, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AIRCRAFT SECURITY AGREEMENT AND GRANTOR AGREES TO ITS TERMS. THIS AIRCRAFT SECURITY AGREEMENT IS DATED OCTOBER 24, 2017.

GRANTOR:

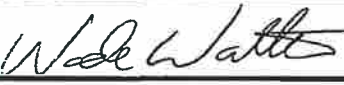
MARTIN AVIATION LLC

By: 

Jeff Martin, Managing Member of Martin Aviation LLC



GR002461 Conveyance Recorded Oct/30/2017 08:02 AM FAA

UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRCRAFT BILL OF SALE			
FOR AND IN CONSIDERATION OF \$ 1&0VC THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:			
UNITED STATES REGISTRATION NUMBER		N729DW	
AIRCRAFT MANUFACTURER & MODEL CIRRUS DESIGN CORP SR22T			
AIRCRAFT SERIAL NUMBER 0714			
DOES THIS <u>27th</u> DAY OF <u>October</u> , 2017 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL RIGHTS, TITLE, AND INTERESTS IN AND TO SUCH AIRCRAFT UNTO:			
PURCHASER	NAME AND ADDRESS (IF INDIVIDUAL(S), GIVE LAST NAME, FIRST NAME, AND MIDDLE INITIAL)		
	Martin Aviation LLC 16192 Coastal Hwy Lewes, DE 19958		
DEALER CERTIFICATE NUMBER			
AND TO ITS SUCCESSORS AND ASSIGNS TO HAVE AND TO HOLD SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.			
IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS <u>27th</u> DAY OF <u>October</u> , 2017			
SELLER	NAME(S) OF SELLER (TYPED OR PRINTED)	SIGNATURE(S) (IN INK) (IF EXECUTED FOR CO- OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
	Performance Aviation LLC		Manager
		By: Wade Walters	
ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)			
ORIGINAL: TO FAA			

AC FORM 8050-2 (9/92) (NSN 0052-00-629-0003) SUPERSEDES PREVIOUS EDITION

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\$5.00 10/27/2017



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